

# **EXHIBIT A**

## INFORMATION TECHNOLOGY SERVICES AGREEMENT

### BETWEEN

#### OAKWOOD UNIVERSITY and DYNAMIC CAMPUS SOLUTIONS, INC.

THIS INFORMATION TECHNOLOGY SERVICES AGREEMENT (the "Agreement") was entered into on the first day of May 2019 (the "Effective Date") between Dynamic Campus Solutions, Inc. ("Dynamic Campus" or "DCS") a California corporation located at 2806 Flintrock Trace, Suite A205, Austin, Texas, 78738, and Oakwood University ("OU"), an Alabama institution of higher education located at 7000 Adventist Blvd NW, Huntsville, AL 35896. (Dynamic Campus and OU are individually referred to herein as "a Party" and collectively as "the Parties.")

WHEREAS, OU desires to purchase certain information technology services from Dynamic Campus for management and operation of OU's information technology resources located at its main campus; and

WHEREAS, Dynamic Campus wishes to provide the information technology services described herein in accordance with the terms and conditions hereof.

NOW THEREFORE, in consideration of the payments herein agreed to be made and the covenants and agreement herein contained, the Parties hereto, intending to be legally bound, hereby agree to the following:

### 1. DEFINITIONS

**1.1 "Services"** shall mean and refer individually and collectively to the tasks and services which Dynamic Campus and OU have agreed Dynamic Campus will perform hereunder, which tasks and services are described with particularity on Schedule A attached hereto and make a part hereof (the "Statement of Work") starting on the Effective Date (as defined in Section 3.1).

**1.2 "Additional Services"** shall mean a material increase in services which are outside the scope of Services defined in Schedule A, as may be amended. The fees charged by DCS pursuant to this Agreement for providing Services are based upon the current computer hardware and software applications used by OU including, any and all planned expansions in hardware and/or software applications previously disclosed to DCS or recommended to OU during the Initial Term, or any extensions thereof, of this Agreement, a specific number of input/output devices and workstations and other network components, and the scope of Services. If there is a material change in the hardware and software configurations, the number of input/output devices, workstations or other network components, facilities, or if DCS is required to perform services for OU, which the Parties agree materially exceed the scope of Services, or if OU desires to expand the scope of Services, then any such material increase shall be deemed Additional Services and both Parties will mutually agree and enter into an addendum to this Agreement for such Additional Services. It is understood and agreed that before any Additional Services are performed by DCS, OU and DCS shall agree on the scope and additional cost, if any, of the Additional Services.

### 2. SERVICES

The Services to be provided by Dynamic Campus are set forth in the Statement of Work in Schedule A attached hereto and made a part hereof of this Agreement.

**2.1 Performance of Services.** Dynamic Campus shall apply the following principles in providing Services under this Agreement:

- (a) Help translate OU's needs into technology solutions;
- (b) Identify new and feasible technology opportunities for OU;
- (c) Develop and maintain an integral working relationship with OU;



- (d) Maintain expertise in the use and support of software applications, including those utilized for OU; and
- (e) Be responsive to the users and management of OU.

### 3. TERM AND PAYMENT FOR SERVICES

**3.1 Term:** This Agreement shall commence on the Effective Date and terminate at midnight on April 30, 2024 (the "Initial Term"). OU shall have the option to extend the term of this Agreement for an additional two (2) year period and must state intentions to renew or terminate by giving Dynamic Campus notice, in writing, no later than six (6) months prior to the end of the Initial Term.

**3.2 Invoices and Payment Terms:** Dynamic Campus shall submit invoices to OU in accordance with the payment schedule as defined in Schedule B. Invoices shall be submitted by Dynamic Campus at least thirty (30) days before payment is due by OU. OU will pay the invoice by electronic transfer to the account designated by Dynamic Campus. The amounts set forth in Schedule B include all costs and expenses of Dynamic Campus, including all costs of travel and other expenses incurred in the performance of Services pursuant to this Agreement. All such costs and expenses shall be the sole responsibility of Dynamic Campus.

**3.3 Late Payment:** Payment not received within thirty (30) days of the due date will be subject to a daily interest charge. All interest charges will be computed at the monthly interest rate of two percent (2%).

### 4. CONTRACT ADMINISTRATION

**4.1 Contract Administrator:** OU shall appoint a Contract Administrator who will be delegated the duty and responsibility of maintaining liaison with Dynamic Campus and to oversee the performance of this Agreement. The Contract Administrator, or his or her designee(s), along with OU's President, shall be the only persons authorized to direct or provide guidance to Dynamic Campus regarding its performance of the Services. OU will assign a contract administrator and any changes made by OU to the assigned contract administrator will be communicated to Dynamic Campus at the time of the change.

**4.2 Ownership of Software, Data and Data Processing Equipment:** Subject to Section 9 below, as between the Parties, OU reserves and retains the entire right, title and interest in any and all computing equipment, software, systems, data, information, intellectual property rights, output and other materials or property except for software and computing equipment, if any, that is furnished by Dynamic Campus, that is not developed pursuant to this Agreement and is not owned by OU under the terms of this Agreement (the "Dynamic Campus Materials"), which Dynamic Campus Materials Dynamic Campus retains such rights itself. Upon expiration or earlier termination of this Agreement, Dynamic Campus shall relinquish to OU the use all software and of equipment provided by OU in as good condition as when turned over to Dynamic Campus, reasonable wear and tear excepted. All costs relating to data processing equipment, including but not limited to servers, laptops, workstations, network devices, storage devices, software licenses, and supplies for OU's computer functions shall be the responsibility of OU.

**4.3 Use of Data Processing Equipment:** At no charge to Dynamic Campus, subject to Section 11.5, OU Policies and Procedures, OU shall provide Dynamic Campus reasonable access to all equipment, equipment services, programs and supplies necessary to support the computing needs of OU. OU shall provide Dynamic Campus' staff access to all such equipment so that Dynamic Campus may perform its obligations under this Agreement including, but not limited to, operating all such equipment. If pursuant to a third-party agreement OU incurs additional costs as the result of providing such access to Dynamic Campus, then OU shall be responsible for paying such additional costs. From and after the Effective Date, Dynamic Campus shall identify such additional costs in any agreements whether existing on the Effective Date or recommended by Dynamic Campus to OU, and Dynamic Campus shall exercise its best efforts to minimize or eliminate such additional costs.

**4.4 Access to Personnel:** Subject to Section 11.5, OU Policies and Procedures, Dynamic Campus shall also have reasonable access to OU's management, professional and operating personnel necessary for



performance under this Agreement, as well as to all materials, records, discs, tapes or other information necessary to perform the services contemplated hereby. Dynamic Campus agrees to provide requests for support from OU in a timely and reasonable manner. OU agrees to handle Dynamic Campus' requests for support in a timely and reasonable manner.

**4.5 Use of Third-Party Software/Hardware:** OU shall be solely responsible for obtaining the right for Dynamic Campus from third-party vendors to have access to and to use all software and hardware utilized by OU on the Effective Date in order for Dynamic Campus to perform its Services under this Agreement. OU shall obtain all permissions required from third-party vendors, including sublicenses if any are required at its cost. Dynamic Campus shall not be liable to OU for non-performance of Services pursuant to this Agreement if Dynamic Campus' non-performance is caused by OU's failure to obtain the requisite access or if such third-party fails to provide the requisite access for Dynamic Campus to any such third-party hardware or software. Dynamic Campus shall at all times comply with and abide by the terms and conditions of any third-party software licenses or related agreements.

**4.6 Replacement of Onsite Dynamic Campus Employees:** All Dynamic Campus employees assigned to perform services on OU's premises shall comply with OU's rules of conduct and policies, including rules of conduct and policies pertaining to security, non-discrimination and harassment. If OU determines that it is not satisfied with the performance of a particular Dynamic Campus employee assigned to perform services for OU, then OU shall communicate, in writing, to the Dynamic Campus President/CEO stating the reasons for OU's dissatisfaction with such Dynamic Campus employee and what changes, if any, it reasonably believes will resolve such dissatisfaction. Dynamic Campus shall within five (5) business days of receipt of the written communication from OU immediately take action and resolve the situation in an agreed time frame to the satisfaction of OU. Such action may include counseling the Dynamic Campus employee to seek to resolve the issues communicated by OU or the replacement of the Dynamic Campus employee at OU. In the event Dynamic Campus replaces an employee at OU, all costs for such employee replacement will be borne and paid by Dynamic Campus.

**4.7 Work Space:** At no charge to Dynamic Campus, subject to Section 11.5, OU Policies and Procedures, OU shall provide Dynamic Campus with appropriately furnished, conveniently located office(s) or other suitable work space(s) for use by the Dynamic Campus staff in performing Services under this Agreement. Also, at no charge to Dynamic Campus, OU shall provide office supplies, telephone service, Internet access and reproduction, telecommunications and office equipment reasonable and necessary to support Dynamic Campus' staff and performance of this Agreement.

OU shall also provide to Dynamic Campus, at no charge to Dynamic Campus, the following in order to allow Dynamic Campus to perform Services under this Agreement.

- (a) Access to the necessary peripherals such as printers and scanner for Dynamic Campus personnel when working onsite;
- (b) All utilities, including any special power and air conditioning needed, as determined solely by OU, to operate OU's data processing equipment and storage of computer supplies;
- (c) Storage, in an area removed from the data processing site, for historical data and backup material that may be needed to reconstruct data files in the event working files are destroyed by natural disasters, fire, riots, or other causes;
- (d) Computing supplies such as paper, forms, tapes, and disk packs; and
- (e) Security, fire control equipment, HVAC and janitorial support for OU's data processing facilities and office work space.

## 5. WARRANTIES; LIMITATIONS OF LIABILITY; INDEMNIFICATION



**5.1 DYNAMIC CAMPUS WARRANTY.** DYNAMIC CAMPUS WARRANTS THAT ALL THE PROFESSIONAL STAFF IT ASSIGNS TO PERFORM THE SERVICES UNDER THIS AGREEMENT SHALL HAVE THE EDUCATION AND PROFESSIONAL EXPERIENCE REPRESENTED BY DYNAMIC CAMPUS AND BE COMPETENT TO PERFORM THE SERVICES RENDERED BY THEM IN THE PERFORMANCE OF THIS AGREEMENT. DYNAMIC CAMPUS SHALL ALSO PERFORM ITS SERVICES IN A GOOD AND WORKMANLIKE MANNER CONSISTENT WITH GOOD PROFESSIONAL STANDARDS AND IN COMPLIANCE WITH APPLICABLE LAWS. DYNAMIC CAMPUS ALSO WARRANTS THAT IT HAS REQUISITE CORPORATE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BE BOUND HEREBY. THE ABOVE WARRANTIES MADE BY DYNAMIC CAMPUS WITH RESPECT TO ITS SERVICES UNDER THIS AGREEMENT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, AS TO THE SERVICES TO BE PROVIDED BY DYNAMIC CAMPUS.

In the event of loss, damage, or destruction of any data, or the inability of OU to use any service, system or program due to the sole negligence of Dynamic Campus, Dynamic Campus shall take commercially reasonable steps to restore such data, service, system or program within a commercially reasonable period of time. The failure of Dynamic Campus to restore such data, service, system or program within a commercially reasonable time shall be deemed a material breach of this Agreement.

**5.2 OU Warranty.** OU warrants that it has the requisite authority to enter into this Agreement and to be bound hereby. OU warrants that it has the right to the possession of the hardware and software that is used by OU and that, subject to the terms and conditions of agreements with third-party hardware and software vendors, it has the right and power to turn the management and support of such hardware and software over to Dynamic Campus for its use in provision of the Services to OU hereunder. OU further warrants that all hardware and software in use are covered by current vendor maintenance agreements.

**5.3 Limits of Liability:** Dynamic Campus shall not be responsible for schedule delays, inaccuracies or other consequences resulting from incorrect OU data, lateness in delivery of OU's data or the failure of OU's equipment or personnel. In the event OU has failed to maintain Adequate Supporting Material, Dynamic Campus' liability for direct damages shall be limited to the same costs, which would have been incurred for replacement, at Dynamic Campus's then current rates, if OU had so maintained Adequate Supporting Material. Dynamic Campus shall not be liable for any damages resulting or arising from OU's failure to perform its obligations hereunder.

**5.4 Indemnification:** Each Party covenants to perform its responsibilities under this Agreement in a manner that does not, to the knowledge of the applicable Party, infringe, or constitute an infringement or misappropriation of, any patent, trade secret, copyright or other intellectual property right of any third party or violates the terms and conditions of any applicable third-party software or hardware agreement.

**5.4.1** Dynamic Campus will defend, indemnify and hold OU harmless from and against any loss, cost and expense that OU incurs because of a third-party claim that the provision of Services by Dynamic Campus or the use of a Dynamic Campus provided deliverable or Service by or on behalf of OU infringes any United States patent, copyright, trademark or trade secret of such third-party. Dynamic Campus' obligations under this indemnification are expressly conditioned on the following: (i) OU must promptly notify Dynamic Campus of any such claim; (ii) OU must in writing grant Dynamic Campus sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if OU chooses to represent its own interests in any such action, OU may do so at its own expense, but such representation must not prejudice Dynamic Campus' right to control the defense of the claim and negotiate its settlement or compromise); (iii) OU must cooperate with Dynamic Campus to facilitate the settlement or defense of the claim; (iv) any settlement or compromise of the claim will not adversely affect OU, or cause OU to incur additional costs or expenses; and (v) the claim must not arise from modifications made to the deliverables or Services by anyone other than Dynamic Campus or its subcontractor. If any deliverable or Service is, or in Dynamic Campus' reasonable opinion is likely to become, the subject of a covered infringement claim, then Dynamic Campus, at its sole option and expense, will either: (A) obtain for Client the right to continue using the deliverable and Service under the terms of this Agreement; or (B) replace the deliverable or Service with a deliverable or service that is substantially equivalent in function, or modify the deliverable or Service so that it



becomes non-infringing, is substantially equivalent in function and (as applicable) meets the requirements of Schedule A.

**5.4.2** In addition, Dynamic Campus shall indemnify and hold harmless OU and its directors, employees, agents and affiliates against any and all claims brought against it/them by any employee of Dynamic Campus, including members of the OU IT Team (as defined in Schedule C) alleging joint or co-employment and/or seeking any employment-related compensation, benefits, damages or other obligations from OU; provided, however, Dynamic Campus shall have no liability for claims by any member of the OU IT Team for acts occurring prior to employment of the OU IT Team by Dynamic Campus.

**5.4.3** Notwithstanding anything herein to the contrary, no indemnity obligation in this Agreement will apply unless the Party claiming indemnification notifies the other Party as soon as practicable of any matter in respect of which the indemnity may apply and of which the notifying Party has knowledge and give the other Party the opportunity to control the response thereto and the defense thereof, provided however that the Party claiming indemnification will have the right to participate in any legal proceedings to contest and defend a claim for indemnification involving a third-party and to be represented by its own attorneys, all at such Party's cost and expense, provided further however that no settlement or compromise of an asserted third-party claim may be made without the prior written consent of the Party claiming indemnification, which consent will not be unreasonably withheld.

## 6. PROVISION OF INSURANCE

**6.1 By Dynamic Campus:** Throughout the term of this Agreement, Dynamic Campus shall maintain in full force and effect comprehensive general liability insurance with limits in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in an annual aggregate and Dynamic Campus will name OU as an additional insured on such insurance. Throughout the term of this Agreement, Dynamic Campus shall maintain in full force and effect a policy of Workers Compensation Insurance and State of Alabama unemployment/disability insurance, as mandated by the state, covering all of its employees assigned to render services under this Agreement.

**6.2 By OU:** Throughout the term of this Agreement, OU shall maintain in full force and effect comprehensive general liability insurance with limits in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in an annual aggregate and OU will name Dynamic Campus as an additional insured on such policy. Throughout the term of this Agreement, OU shall maintain in full force and effect a policy of Workers Compensation Insurance covering all of its employees assigned to render services under this Agreement. OU shall maintain comprehensive property damage insurance insuring the hardware and software, to the extent insurable, in the full replacement amount.

## 7. TERMINATION AND TRANSITION

**7.1 Termination for Breach:** This Agreement may be terminated by a Party (the "Terminating Party") prior to the expiration of its stated term, including any extensions thereof, upon the occurrence of a "Default" by the other Party (the "Terminated Party"). A "Default" shall include any one of the following events of default (individually and collectively, "Event of Default"):

- (a) failure by a Party to timely perform any material obligation under this Agreement after requisite notice and opportunity to cure as provided in the Section 7.2.1 below; or
- (b) any representation or warranty made by either Party herein or in any document executed in connection herewith, or in any document or certificate furnished in connection herewith or pursuant hereto shall have been incorrect in any material respect at the time made; or
- (c) at OU's option, the destruction of OU's property as a result of gross negligence or intentional misconduct, theft or material intentional misrepresentation on the part of a Dynamic Campus employee, contractor or agent which has a material adverse effect upon OU IT operations.



## 7.2 Provisions Relating to Termination:

7.2.1 Upon the occurrence of an Event of Default (as defined by 7.1 above), the Terminating Party must give notice of termination to the Terminated Party, identifying in reasonable detail the nature of the Event of Default. Thereupon, the Terminated Party shall have 30 days following receipt of such written notice to correct in all material respects of the Event of Default, at the end of such 30 days the Agreement shall be terminated (the "Termination Date"). Notwithstanding the foregoing to the contrary, in the event the Terminated Party exercises its reasonable best efforts to timely commence cure following the receipt of written notice of any Event of Default, but is unable to cure within the appropriate cure periods for reason not solely within its control, then the Terminating Party shall extend the time to cure for a period of time which is reasonable under the circumstances but which shall not exceed sixty (60) days in any event, and the Termination Date shall be at the end of such extended time. If the Terminated Party timely cures the Event of Default, then the notice of termination shall be ineffective.

7.2.2 Regardless of the reason for termination, OU shall pay Dynamic Campus in full for all Services rendered up to and including the Termination Date, and any accrued interest on past due payments, all of which shall be due and payable in accordance with the payment terms of this Agreement.

7.2.3 Notwithstanding the foregoing to the contrary, a Default on the part of OU shall not result in the suspension of performance by Dynamic Campus until an orderly transition from Dynamic Campus' performance of the Services to some other party can be effected, not to exceed ninety (90) days in any event. During such transition period OU shall be responsible for paying all fees, which are required for payment hereunder, and any additional reasonable out of pocket costs that Dynamic Campus may incur during the transition period.

## 7.3 Transition Over:

7.3.1 Prior to the expiration of this Agreement pursuant to its term, Dynamic Campus shall develop a plan for the orderly transition of all Services provided by Dynamic Campus under this Agreement (the "Transition Plan"). Such Transition Plan shall be developed by Dynamic Campus in conjunction with Dynamic Campus' employees, OU's executives and administrators, and such other persons as shall be designated by OU. OU shall fully cooperate with Dynamic Campus in order to develop the Transition Plan. The Transition Plan shall be completed no later than ninety (90) days prior to expiration of this Agreement. It shall cover, *inter alia*, the orientation of OU's personnel (or a replacement third party) in the operation and maintenance of the systems used and operated by Dynamic Campus in the provision of Services during the term of the Agreement. OU shall notify Dynamic Campus of its acceptance of the Transition Plan within fifteen (15) days of receipt from Dynamic Campus, and if not accepted, OU shall notify Dynamic Campus in writing of the reasons why it does not accept the Transition Plan. In that event, Dynamic Campus agrees to cooperate with OU in good faith to attempt to resolve the issues raised by OU.

7.3.2 If due to Dynamic Campus' actions or omissions (i) the Transition Plan is not completed within the aforementioned period, or (ii) if the Transition Plan is completed but an orderly transition is not effected prior to the expiration of the Agreement or the Termination Date, then Dynamic Campus shall continue to perform such Services as may be required by OU, in order to provide Services and operate and maintain OU's systems used and operated by Dynamic Campus in the provision of Services during the term of the Agreement until such time as an orderly transition may be effected, but no later than 90 days after the expiration of the Agreement or Termination Date. Provided, however, during such time period, OU shall only be required to pay Dynamic Campus ninety percent (90%) of the monthly fee required under this Agreement for those Services, which may include transition activities identified in the Transition Plan.

7.3.3 In the event of termination of this Agreement following the occurrence of an Event of Default on the part of Dynamic Campus, Dynamic Campus shall immediately upon the issuance of the notice of termination develop a Transition Plan in accordance with the procedures set forth above except, however, that the Transition Plan shall be completed no later than 30 days after the date of the notice of termination. OU shall notify Dynamic Campus of its acceptance of the Transition Plan within fifteen (15) days of receipt from Dynamic Campus, and if not accepted, OU shall notify Dynamic Campus in writing of the reasons why it does not accept the Transition Plan. In that event, Dynamic Campus agrees to cooperate with OU in good faith to attempt to resolve the issues raised by OU. Dynamic Campus shall complete all transition activities associated with the termination by reason of its default no later than 60 days following Dynamic Campus' receipt of OU's acceptance of the Transition Plan.



**7.3.4** In the event of termination of this Agreement following the occurrence of an Event of Default on the part of OU, then Dynamic Campus shall, at the sole option of OU, continue to perform such Services as may be required by OU, at its rates then in effect, in order to operate OU's computing systems until such time as an orderly transition may be effected, but no later than 90 days after the Termination Date.

## **8. CONFIDENTIALITY**

**8.1 Confidentiality:** OU and Dynamic Campus shall treat the other's "Confidential Information" as proprietary information. For purposes hereof, "Confidential Information" shall mean manufacturing, engineering, software, business, customer, marketing, financial and other non-public information, reports, or trade secrets relating to the business of Dynamic Campus or OU, as applicable, and created or learned by OU or Dynamic Campus, as applicable, in connection with the performance of this Agreement. Each of OU and Dynamic Campus shall (i) exercise due care to keep in confidence and not disclose Confidential Information to any individual other than its own employees who have a "need to know" in order to perform the obligations of OU or Dynamic Campus, as applicable, under this Agreement; (ii) not duplicate or publish any Confidential Information; and (iii) use Confidential Information only for the purposes authorized herein. The foregoing obligations shall not apply to Confidential Information if, and only to the extent that, it:

- (a) is or becomes public knowledge through no fault of the receiving Party;
- (b) was previously known by the receiving Party without restriction on use or disclosure as determined by written evidence; or
- (c) is lawfully provided to the receiving Party without restriction on use or disclosure by an independent third party that has no restriction on use or disclosure to the other Party;
- (d) To the extent the receiving Party is required to disclose Confidential Information of the other Party pursuant to applicable law or regulation, the disclosing Party (i.e., the Party who is disclosing to a third-party information which is confidential to the other Party to this Agreement) shall promptly notify the other Party and afford such other Party the opportunity to prevent or limit such disclosure. If the other Party is not successful in preventing or limiting the disclosure of its Confidential Information, the receiving Party may disclose only such portion of the Confidential Information of the other Party as is reasonably required to comply with the disclosure request and such disclosure must be subject to the highest level of protection available to the receiving Party.

**8.2 FERPA:** In accordance with FERPA, 20 U.S.C. 1232g *et seq.*, 34 C.F.R. Part 99, Dynamic Campus and its employees acting in the course of their employment and performance of the Services under this Agreement are deemed to have a legitimate need to access student data and educational records, then Dynamic Campus and its employees shall comply with the non-disclosure and other requirements of all applicable laws and regulations. Dynamic Campus shall maintain the confidentiality and privacy of all student data and education records and shall implement policies and procedures to ensure such confidentiality and privacy.

**8.3 OU PII:** To effect the purposes of this Agreement, OU may from time to time provide Dynamic Campus with certain Personal Identifiable Information ("PII") of OU's students, faculty and employees that is regulated by various state and federal laws and regulations. Dynamic Campus represents that it maintains appropriate data security measures, including a written information security policy, to protect OU PII consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of OU PII, Dynamic Campus will, for so long as it retains OU PII: (a) maintain the confidentiality of OU PII as set forth in this Section 8; (b) limit access to OU PII to Dynamic Campus' employees, agents and subcontractors who need access to OU PII to fulfill Dynamic Campus' obligations hereunder; (c) require that its agents and subcontractors who have access to OU PII agree to abide by the same restrictions and conditions that apply to Dynamic Campus with regard to such OU PII; and (d) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of such OU PII and protect against unauthorized access to or use of such OU PII.



## 9. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY

Ownership of software and documentation developed by Dynamic Campus, either directly or indirectly, during the term of this Agreement shall be governed and determined in the following manner:

**9.1** "Intellectual Property Rights" shall mean all patents, trade secrets, and copyrights in, covering, and relating to software and documentation made, created, conceived, developed, improved or modified by Dynamic Campus in the performance of Services under this Agreement.

**9.2** All worldwide right, title and interest in Intellectual Property Rights in, to or relating to (i) improvements in software and documentation not owned by or licensed to Dynamic Campus by a third-party (excluding software and documentation sublicensed to Dynamic Campus pursuant to licenses granted to OU by third-parties), which improvements are made, conceived or developed by Dynamic Campus in the performance of its Services under this Agreement, (ii) documentation (including user documentation), flow charts, processes, and tutorials related to the use of the computer hardware and software applications operated and used by Dynamic Campus pursuant to this Agreement that are created, modified, conceived or developed in the performance of Services under this Agreement, (iii) any and all data, including modifications to OU data and information, created or generated by use of any of the computer hardware or software applications operated or used by Dynamic Campus pursuant to this Agreement, and (iv) any deliverables provided by Dynamic Campus to OU during the term of this Agreement (other than the additional modules and sub-routines and stand-alone programs of Section 9.3) shall vest exclusively in OU, with no right or license, express or implied, granted to Dynamic Campus.

**9.3** All worldwide right, title and interest in Intellectual Property Rights in, to, or relating to new software, including without limitation, additional modules and sub-routines and stand-alone programs, and related documentation made, conceived or developed by Dynamic Campus in the performance of its Services under this Agreement shall vest exclusively with OU. OU hereby grants and agrees to grant to Dynamic Campus a perpetual, royalty-free, and non-exclusive right and license under such Intellectual Property to use such additional modules and subroutines and stand-alone programs for the benefit of other customers of Dynamic Campus.

**9.4** Dynamic Campus hereby grants and agrees to grant to OU a perpetual, royalty-free, and non-exclusive right and license under all Intellectual Property to use Dynamic Campus Materials for the benefit of OU, its successors and assigns.

**9.5** Notwithstanding Section 9.3, Intellectual Property Rights in any new software, including without limitation, additional modules and sub-routines and stand-alone programs, and related documentation made, conceived or developed by Dynamic Campus in the performance of its Services under this Agreement shall vest in OU without any future royalty or right to use license fees payable by either Party to the other Party unless previously agreed to by both Parties under a separate written agreement.

## 10. DISPUTES

**10.1 Dispute Resolution and Escalation Procedures:** Disputes between the Parties under this Agreement shall be resolved in accordance with the following procedures. Prior to commencement of non-binding mediation, as provided for in section 10.2, the Parties shall first seek to resolve any disputes by a meeting between the Contract Administrator and the Dynamic Campus Executive responsible for OU. If the dispute is not resolved within thirty (30) days of such dispute being identified by either Party to the other Party, then either Party may request a meeting between the Presidents of OU and Dynamic Campus, any such meeting must occur within ten (10) business days of the request unless otherwise agreed to by both Parties. If the Presidents are unable to resolve the dispute, or if either President fails to meet with the other for any reason, then the dispute may be immediately submitted to non-binding mediation as provided below.

**10.2 Non-binding Mediation:** In the event the Parties cannot resolve a dispute which arises between them in accordance with the procedure set out above, the Parties shall then submit the dispute to non-binding mediation. Either Party may request such mediation by sending a written notice to the other Party and the mediation shall be held in a mutually agreeable place within Madison County, Alabama, at a mutually agreeable time, within



thirty (30) days of the date of request for such mediation. The Parties shall select a mediator who is acceptable to both of them, and if they cannot agree on a mediator, then each shall select its own mediator, and the two mediators shall serve in tandem to mediate the dispute.

**10.3 Injunctive Relief:** Notwithstanding the foregoing, each Party shall have the right to seek injunctive relief against the other Party pending resolution of the dispute under such circumstances if the Party reasonably believes that its property or its interests hereunder or the status quo or specific performance hereunder may be compromised or in jeopardy.

## **11. MISCELLANEOUS PROVISIONS**

### **11.1 Non-Solicitation:**

**11.1.1** Except as otherwise provided in Schedule A, beginning on the Effective Date and continuing for a period of one year from the expiration or termination of this Agreement, OU shall not, without Dynamic Campus' prior written consent (which consent may be withheld at Dynamic Campus' sole discretion), employ or hire as an independent consultant any employee of Dynamic Campus who performed work under this Agreement.

**11.1.2** Beginning on the Effective Date and continuing for a period of one year from the expiration or termination of this Agreement, Dynamic Campus shall not, without OU's prior written consent (which consent may be withheld at OU's sole discretion), employ or hire as an independent consultant any employee of OU.

**11.1.3** In the event of a breach of the provisions of this section 11.1, without requirement for following the dispute resolution procedures defined herein, take any and all remedies at law or in equity to enforce the provisions of this section 11.1, including but not limited to, seeking injunctive relief to enforce adherence to the provisions of this section. The Parties acknowledge that it will be difficult, if not impossible, to determine damages caused by violations of the provisions of this section 11.1 and a remedy at law may not be adequate, and therefore the Parties may seek injunctive relief without having first to seek a remedy at law.

**11.2 Taxes:** The payments by OU under this Agreement do not include charges for any taxes, which now or in the future may be deemed by a taxing authority to be applicable to the Services provided by Dynamic Campus. In the event a taxing authority determines now or in the future that such services are subject to sales tax, Dynamic Campus shall invoice such sales taxes to OU and OU shall pay same simultaneously with the payment to which sales taxes relate. OU hereby represents that it is not currently subject to any sales or use taxes and will notify Dynamic Campus in a timely manner if OU becomes subject to any such sales or use tax. Dynamic Campus further acknowledges that OU will not withhold any amounts in respect to federal, state or local taxes from amounts payable by OU hereunder and it shall be the exclusive responsibility of Dynamic Campus to pay all amounts due in respect of applicable federal, state and local taxes, including payroll taxes for individuals assigned by Dynamic Campus to work at OU. Dynamic Campus shall also be solely responsible to pay all of its income taxes, gross receipts taxes, unemployment insurance taxes, personal property taxes and related taxes which shall not be the responsibility of OU.

**11.3 Force Majeure:** If either Dynamic Campus or OU is prevented from performing any task hereunder, in whole or in part, as a result of a cause beyond its reasonable control, which may include an act of God, war, civil disturbance, organized labor dispute, an act of terror, such failure to perform shall not be an Event of Default or grounds for termination of this Agreement.

**11.4 Independent Contractor Status:** Dynamic Campus and OU acknowledge and agree that Dynamic Campus is and shall be an independent contractor; that neither Dynamic Campus nor any of its employees, representatives or agents is, or shall be deemed to be, an employee, partner or joint venture of OU; and that neither Dynamic Campus nor any of its employees, representatives or agents shall be entitled to any employee benefits under any employee benefit plan, including medical, insurance and other similar plans, of OU. Dynamic Campus shall be responsible for paying all applicable wages, salaries, federal and state taxes, withholding, social security, insurance and other benefits associated with its employees. Both Parties acknowledge that Dynamic Campus is not an employee of OU for state or federal tax purposes. Dynamic Campus shall retain the right to perform the same or similar services



for others during the term of this Agreement. OU will not (a) withhold FICA (social security) from payments; nor (b) make state of federal unemployment insurance contributions on behalf of Dynamic Campus; nor (c) withhold state or federal income tax from payments made to Dynamic Campus.

**11.5 OU Policies and Procedures:** Dynamic Campus agrees that it and its employees shall comply with all applicable OU policies and procedures of which OU has apprised or otherwise notified Dynamic Campus, together with all other laws and regulations generally applicable to OU's operation, including but not limited to those regarding conditions of work, access to and use of OU's offices, facilities, work space, support services, supplies, data processing equipment and software.

**11.6 Severability:** Each provision of this Agreement shall be a separate and distinct covenant and, if declared illegal, unenforceable, or in conflict with any governing law, shall not affect the validity of the remaining portion of this Agreement.

**11.7 Controlling Law and Venue:** This Agreement shall be governed by the laws of the State of Texas, without reference to rules of conflict of laws. Any litigation between the Parties arising out of or relative to this Agreement shall be filed and maintained only in a federal or state court of competent jurisdiction situated in, or having proper venue over civil actions arising in, Madison County, Alabama. In the event the Parties agree to arbitrate any dispute arising under this Agreement, such arbitration shall be conducted in Madison County, Alabama.

**11.8 Nondiscrimination:** Neither OU nor Dynamic Campus shall, in the performance of this Agreement, engage in any unlawful discrimination against any person because of race, religion, color, national origin, sex, handicap or age.

**11.9 Notice:** Any notice required or permitted to be given to either Party under this Agreement shall be effective upon deposit in the United States certified mail, postage prepaid, addressed as follows:

Notice to OU:

Dr. Leslie Pollard, President  
Oakwood University  
7000 Adventist Blvd NW  
Huntsville, AL 35896

Notice to Dynamic Campus:

Michael L. Glubke, President  
Dynamic Campus Solutions, Inc.  
2806 Flintrock Trace, Suite A205  
Austin, TX 78738

**11.10 Binding Effect:** This Agreement and all future amendments shall inure to the benefit of, and shall be binding, on both Parties and their respective heirs, successors, and assigns.

**11.11 Assignment:** This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Subject to Sections 1.1 and 1.2, a merger or consolidation of either Party with or into another entity or a change of control will not constitute an assignment for purposes of this provision.

**11.12 Waiver:** Any waiver by Dynamic Campus or OU of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision, and any waiver must be signed in writing by the Party against whom such waiver is to be construed.

**11.13 Expenses for Enforcement:** Each Party shall bear their own attorneys' fees and costs incurred in the event of any mediation, suit, hearing or other proceeding brought to enforce the provision of this Agreement.

**11.14 Entire Agreement/Amendments:** This Agreement, together with the Schedules hereto, embodies the entire agreement and understanding between the Parties hereto and supersedes all prior understandings

and agreements, whether written or oral, between the Parties hereto relating to the matter hereof. This Agreement (including the Schedules hereto) may not be amended or modified except in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto as of the date adjacent to their respective signatures below.

**OAKWOOD UNIVERSITY**

**Dynamic Campus Solutions, Inc.**

Sabrina R. Cotton

Sabrina R. Cotton,  
Vice President for Financial Administration  
04/23/2019

Date

Michael L. Glubke  
Michael L. Glubke, President

4/29/19  
Date



**SCHEDULE A****STATEMENT OF WORK****INFORMATION TECHNOLOGY SERVICES AGREEMENT****BETWEEN**

OAKWOOD UNIVERSITY and DYNAMIC CAMPUS SOLUTIONS, INC.

This Statement of Work ("SOW") is part of the Information Technology Services Agreement (the "Agreement") between Oakwood University and Dynamic Campus Solutions, Inc. ("Dynamic Campus"). In the event of any conflict between this SOW and the Agreement, the Agreement shall take precedence. This SOW identifies the information technology services (the "Services") that Dynamic Campus has agreed to provide to Oakwood University pursuant to and during the term of the Agreement and Schedule D contains the illustrative plans for the first three years of the partnership.

**I. DYNAMIC CAMPUS RESPONSIBILITIES**

The success of this shared partnership is fully dependent on all Parties (Dynamic Campus and Oakwood University) fulfilling their designated responsibilities on time and per specifications defined through the leadership and planning provided by the Oakwood University Contract Administrator and the Dynamic Campus CIO. Regular reporting on partnership priorities will be provided to enable each partner to make any required adjustments in resources or performance outcome goals. Dynamic Campus is fully committed to managing the partnership for success and will make every effort to reach the intended outcomes, including providing as Services all of the IT services being performed by the Oakwood University IT Department as of the Effective Date and such other services as defined by the Parties during the term of the Agreement. Given the shared responsibility, Dynamic Campus will put forth our best effort to achieve outcomes; however, Dynamic Campus does not guarantee the achievement of outcomes because achievement is a joint effort by both parties.

**A. Dynamic Campus Executive Leadership Services**

1. The assigned Dynamic Campus Executive will provide oversight services and will coordinate with the CIO, the Oakwood University Contract Administrator and other appropriate Oakwood University executive committee(s) to provide input on industry trends, support information technology strategic planning, and assess Oakwood University satisfaction with Services performed by Dynamic Campus.
2. Oversee the continuous development and implementation of professional development programs for Dynamic Campus on-site staff including associated professional development programs, collegiate and technology meetings and conferences, and professional exchanges.

**B. Start Up Period (Begins on Effective Date)**

During the startup period (the initial 90 to 120 days after the Effective Date of the Agreement defined as ("Start Up"), Dynamic Campus shall install, in stages, and perform the following:

1. Provide a Start Up CIO, reporting to the Oakwood University President or CFO (the Contract Administrator, "CA"), to assume leadership responsibility for the Oakwood University IT Department and coordinate the Services of this SOW pursuant to the Agreement and as mutually agreed to with the Oakwood University Contract Administrator.
2. Provide leadership and management of technical support activities consistent with installing and maintaining operational continuity, including providing as Services all of the agreed upon

IT services being performed by the Oakwood University IT Department as of the Effective Date and such other services as defined by the Parties.

3. Immediately hire as employees of Dynamic Campus, effective on the Effective Date, the Oakwood University IT Team, as defined in Schedule C, to perform, together with other Dynamic Campus employees, the Services under this Agreement (collectively, the "DSC IT Team"). Dynamic Campus agrees to compensate the Oakwood University IT Team as defined in Schedule C. Oakwood University and Dynamic Campus agree that all decisions during the Start Up Period regarding the Oakwood University IT Team and the DSC IT Team, including compensation, retention, assignment and termination, shall be the sole decision of Dynamic Campus, and Dynamic Campus shall indemnify Oakwood University for any and all employment related claims that may be brought by any member of the Oakwood University IT Team or the DSC IT Team for any actions occurring at Start Up and thereafter, including as set forth in Section 5.4.2 of the Agreement.
4. Provide appropriate Dynamic Campus on-campus staff for Start Up and coordinate the deployment of Dynamic Campus corporate-based shared services staff.
5. Identify the total inventory of software, hardware, facilities, policies and services supported under the terms of this SOW as of the Start Up of this SOW; it being understood that the foregoing inventory shall be updated in writing by agreement of the Parties from time to time on an as-necessary basis during the term of this Agreement.
6. Perform technical assessment activities consistent with establishing remote network alerts to the Dynamic Campus on-site and remote resources.
7. Perform a technical assessment of the administrative and academic systems, including all hardware and software, and prepare a report summarizing findings and recommendations, including, but not limited to, currency and functionality of all software and hardware, sufficiency of hardware to provide backup and disaster recovery for Oakwood University data and information.
8. Perform an information security assessment, identifying any high-risk concerns that must be rectified as soon as possible, and develop a plan and submit recommendations to address all high-risk concerns to be reviewed and approved by the Oakwood University leadership team.
9. Develop an initial project list covering the Start Up Period to establish timeframes, priorities, responsibilities and effort levels to accomplish the IT objectives, ongoing support and identify any new IT projects. The project plan list will summarize the activities, reporting relationships, prioritized tasks and staff task assignments to be reviewed with the CA.
10. Initiate the development of the Annual Work Plan ("AWP"), which provides the tactical basis for the Services and in addition it prioritizes activities to realize results as quickly as possible. It includes projects, priorities, funding (if approved by Oakwood University) and staffing consistent with the objectives and obligations of this Agreement, including this SOW.
11. Establish communication and working relationships with Oakwood University management and leadership.
12. Establish communication and working relationships with Oakwood University departmental staff to provide continuous support to their respective service functions.
13. Ensure that Start Up project list, including but not limited to the initial AWP drafted during the Start Up Period, methodologies, and information will be transferred from the Start Up personnel to the permanent on-site Dynamic Campus staff.

### **C. CIO Start Up Support Period**

During the CIO Start Up support period (approximately 90 to 120 days after the Effective Date of the Agreement defined as "Start Up Period"), Dynamic Campus shall install, in stages, staff and methodologies to perform the following:



1. Provide a permanent CIO to replace the Start Up CIO and supporting resources that will include a Dynamic Campus executive leader along with other Dynamic Campus resources to support the transition from the Start Up CIO in assuming the responsibility for Oakwood University's current IT operations.
2. Prepare a CIO transition support plan during the Start Up Period to establish timeframes, priorities, responsibilities and effort levels to accomplish the transition objectives, ongoing support and new projects. The plan will detail all the transition activities, reporting relationships, prioritized tasks, and staff task assignments.
3. Provide and schedule the appropriate Dynamic Campus staff resources and coordinate the deployment of Dynamic Campus corporate-based on-demand staff.
4. Initiate activities consistent with Dynamic Campus transition methodology and install management and operating practices consistent with industry guidelines and standard methodology.
5. Finalize the Annual Work Plan ("AWP") which provides the tactical basis for the Services for the twelve (12) months following the Start Up Period prioritizes activities to realize results as quickly as possible. It includes projects, priorities, funding, and staffing consistent with contract objectives.
6. Provide management and technical support activities consistent with maintaining operational continuity, including developing and providing training, tutorials and user documentation for the use of the hardware and software related to the Services.
7. Establish communication and working relationships with Oakwood University executives and Oakwood University departmental staff to provide continuous support to their respective service functions, and such other services as defined by the Parties during the term of the Agreement.
8. Ensure that transition plans of action, including but not limited to the initial AWP drafted during the transition period, methodologies, and information will be transferred from the Start Up CIO to the permanent CIO.

**D. On-Site Chief Information Officer**

The permanent Dynamic Campus Chief Information Officer ("CIO") will assume all day-to-day responsibility for the strategic direction of the information technology services. The CIO shall provide leadership and management oversight to ensure a successful delivery of all Services. The CIO, and other Dynamic Campus executives, will provide Oakwood University with thought leadership and recommendations in areas such as:

- Technology opportunities and issues specific to higher education.
- Critical success factors influencing competitive position.
- Operational efficiencies of functional departments achieved through the cost-effective application of information technology.
- System security.
- Information Technology Policy and regulatory compliance.
- Data backup and disaster recovery.

The CIO's responsibilities include:

1. Meet monthly, or as requested, with the CA (designated by Oakwood University), and/or senior management to discuss services, progress, and provide consultation.
2. Maintain close communication with Oakwood University to ensure service levels and outcomes are achieved, Dynamic Campus best-practice methodologies are implemented, and tactical plans are in place.
3. Deliver presentations to Boards, committees and/or external groups as requested by Oakwood University.
4. Oversee the on-site operations and service performance against the relevant service levels on a continuing basis or as requested by Oakwood University.
5. Direct the strategic activities and direction of the Dynamic Campus information technology staff.
6. Provide strategic guidance in support of the realization of Oakwood University's mission and vision.
7. Present the Annual Work Plan (AWP) to the Oakwood University Contract Administrator, within the established Oakwood University annual budget process, and implement the agreed upon plan. The AWP



- shall reflect the initiatives established through Oakwood University planning activities, the evolution of information technologies, and recommendations relating to keeping technology current.
8. Provide executive-level technology guidance and direction.
  9. Develop and recommend information technology policies to ensure the appropriate acquisition, use, and cost-effective application of technology.
  10. Provide guidance in the development of an effective information technology advisory structure with the appropriate policies and procedures to enable it to set priorities and render operational decisions effectively. Oakwood University will determine the structure that is best suited to its culture and needs.
  11. Provide monthly status reports to the CA, and other stakeholders as defined by Oakwood University, detailing progress on the AWP, pending issues and recommendations for action. The monthly status reports shall also include, but not be limited to, performance monitoring, bandwidth utilization, technical issues, help desk status reports, and hardware/software recommendations.
  12. Propose best-practice policies that ensure the appropriate security of information technology resources. Implement the policies that are approved and supported by Oakwood University.
  13. Respond to audit recommendations and findings and formulate and implement corrective actions as required based on Oakwood University-specified work priorities.
  14. Serve as a technology advocate by promoting the effective use, support, and realization of innovative technologies at Oakwood University.
  15. Provide Services pursuant to the Agreement using existing hardware and software until Oakwood University upgrades or changes such hardware and/or software, and then provide Services using such upgraded/changed hardware and software.

**E. Technical Director**

As directed by the CIO, the Dynamic Campus Technical Director ("TD") will manage and supervise all the day-to-day delivery of Services provided by the Dynamic Campus staff, including all enterprise applications and associated computing environment, university web/portal services, systems administration, peripheral device support including storage solutions, database services, user support services, network services, backup and recovery services, and other services provided by the Oakwood University IT Department as of the Effective Date and such other services as defined by the Parties during the term of the Agreement. The CIO shall provide leadership and management oversight of the TD to ensure a successful delivery of all Services on a timely and acceptable basis.

The TD's responsibilities include:

1. Meet regularly, or as requested, with the CIO, and/or senior management to discuss issues and provide consultation.
2. Maintain close communication with CIO to ensure service levels and outcomes are achieved, Dynamic Campus management methodologies are implemented, tactical plans are in place, and the mutually agreed-upon technology advisory structure and Services are functioning in accordance with Oakwood University requirements and this Agreement.
3. Make presentations to boards, committees and/or external groups in support of, or as requested by, the CIO.
4. Review on-site operations and service performance against the relevant service levels on a continuing basis or as requested by the CIO.
5. Direct the activities and manage the Dynamic Campus IT Team performing Services under this Agreement.
6. Provide guidance, support, management and recommendations as they relate to the technology environment.
7. Assist with developing and presenting the AWP to the CIO and implement the agreed upon AWP which shall reflect the initiatives established through Oakwood University planning activities, the evolution of information technologies, and recommendations approved by Oakwood University relating to keeping technology current.
8. Provide monthly status reports to the CIO detailing progress on the applicable AWP, pending issues, and recommendations for action.
9. Propose and direct the implementation of policies that ensure the appropriate security of information technology resources.



10. Assess policies and procedures for purchasing information technology resources and establish new practices based upon this assessment.
11. Serve as a technology advocate by promoting the use, support, and realization of innovative technologies at Oakwood University.
12. Implement and oversee a standardized change control process.
13. Oversee the effective management of all IT projects.
14. Fulfill the duties of the CIO in his/her absence as directed by the CIO.
15. Provide Services pursuant to the Agreement using existing hardware and software until Oakwood University upgrades or changes such hardware and/or software, and then provide Services using such upgraded/changed hardware and software.

#### **F. Enterprise Solution Services**

Dynamic Campus shall manage the Oakwood University Colleague enterprise application solutions and other enterprise level applications and the inventory of software, hardware, facilities, policies and services supported under the terms of this SOW (the "Enterprise Solutions"). The applications include Jenzabar EX ERP, D2L learning management system, PowerFAIDS financial aid system, and other ancillary supporting systems. Dynamic Campus shall perform the following tasks:

1. Review project proposals, timeframes, funding limitations, procedures for accomplishing administrative computing projects, staffing requirements, and allocation of resources.
2. Provide direction and oversight necessary for the administration of systems Enterprise Solutions, infrastructure and database for Enterprise Solutions.
3. Provide system configuration and usage guidance, including training, tutorials and user documentation to the IT team as well as the administrative and academic user community.
4. Support Oakwood University departmental staff and administration with the identification, evaluation, selection, support, and maintenance of the Enterprise Solutions.
5. Provide systems analysis and problem-solving support to provide efficient and effective use of the Enterprise Solutions.
6. Provide systems maintenance, appropriate use, production and problem-solving support, and departmental consulting.
7. Develop project plans specifying scope, goals and objectives, strategy, schedules, risks, contingencies, and allocation of available Dynamic Campus and Oakwood University resources.
8. Prepare project status reports and keep Dynamic Campus, Oakwood University management, and the Oakwood University community informed of project status and related issues.
9. Direct the implementation of quality assurance methodologies covering test plans, change/patch management, and problem management.
10. Establish technical standards to ensure the long-term, cost effective management and support of the currently installed Enterprise Solutions.
11. Provide database administration functions to ensure the effective operation of Enterprise Solutions.
12. Identify current software versions, including monitoring and tracking software licenses to ensure compliance, and preparing an upgrade project plan in collaboration with Oakwood University.
13. Provide sufficient ongoing training, tutorials and user documentation to Dynamic Campus staff responsible for the Enterprise Solutions.
14. Prepare hardware environment documentation based on vendor specifications for purchasing servers/devices needed for upgrades or future enhancements.
15. Negotiate with vendors for the selected Enterprise Solutions.
16. Arrange and perform hardware installation at the Oakwood University data center as agreed upon with Oakwood University.
17. Install upgrades and patches to Enterprise Solutions as released by the solution vendors in a timely manner as agreed upon with Oakwood University.
18. Perform data center network systems administration duties for the Enterprise Solutions.
19. Direct and manage the decommissioning of obsolete hardware and software that are no longer required.
20. Provide management and technical support activities consistent with maintaining operational continuity, including developing and providing training, tutorials and user documentation for the use of the hardware and software related to the Services.



21. Provide services in developing and supporting effective integrations between the listed enterprise application solutions.

**G. Data Base Administration (DBA) Services**

1. The database administration portion of Services coordinates the design, implementation, and maintenance of an effective data structure of entities and relationships that comprise integrated enterprise-wide databases. Dynamic Campus shall be responsible for the performance of the following database administration Services;
2. Design and maintain logical and physical databases and review descriptions of changes to database design.
3. Establish physical database parameters. Code database descriptions and specify identifiers of database management system or direct others in coding database descriptions.
4. Calculate optimum values for database parameters such as amount of space, buffering, and memory to be configured.
5. Apply vendor-provided maintenance to DBMS systems and applications software where database-specific expertise is required.
6. Test and correct errors and refine changes to databases.
7. Enter codes to create production and test databases.
8. Monitor and tune database performance.
9. Provide refresh, restore, and backup services for optimal service.
10. Test the backups to ensure the systems can be restored properly from the backups as required and in preparation for an unforeseen disaster.
11. Execute fixes, patches, and upgrades for the enterprise solutions utilizing standard industry methodology.
12. Coordinate maintenance, patches, upgrades, and fixes with the Oakwood University Contract Administrator; and to the extent reasonably possible, schedule such items during off peak hours.
13. Coordination with the TD to lead the software patch process. Patch coordination includes:
  - a) Gathering information, reviewing documentation, assessing technical patch impact (identifying the customized objects that have been patched based on Oakwood University documentation).
  - b) Recommending patches to apply, and scheduling patch application and migration.
  - c) Coordinating the implementation of patches with Oakwood University staff.
  - d) Providing, developing and providing training, tutorials and user documentation for the use of the patches.

**H. Dashboards and Reporting**

1. Dynamic Campus will deploy executive dashboards, as defined within the agreed upon AWP, to support timely decision-making by providing current status and historical trends of the college's key performance indicators at a glance.
2. Dynamic Campus will support the existing reporting tools to extract complete, accurate, timely data from the Jenzabar EX ERP system and supporting database.

**I. Systems Administration and Network Management Services**

The Systems Administration and Network Management Services are part of the Services provided by Dynamic Campus and are provided to support technical leadership, decision-making, and logistics to ensure continuous computer and network operations, infrastructure development and the tactical integration of varied technical services, technology, and work programs.

The Dynamic Campus systems administration and network services team, supplemented by Dynamic Campus Shared Services, described herein shall provide the following services to Oakwood University:



1. Review network infrastructure/operations for the computing environment, including Enterprise Solutions.
2. Integrate patches and upgrades to the extent that they impact the systems administration or network services.
3. Develop a project plan that includes the activity, resources, and timeframes for maintaining and enhancing the network.
4. Document the existing network infrastructure.
5. Develop and implement policies and procedures to ensure that the Enterprise Solutions, including operating systems and network operating environment are consistent.
6. Implement data backup procedures, which include new policies, procedures, and testing of data backup schemes for key file servers.
7. Develop and present an initial disaster recovery plan for the essential information technology resources that Oakwood University may require to support operational continuity during a disaster and implement Oakwood University approved disaster recovery plans.
8. Specify and implement appropriate firewall systems as needed and approved by Oakwood University.
9. Implement controlled, monitored, and secured network access to the application environment. Establish necessary technologies and plans so that network systems and devices can be monitored 24x7.
10. Identify single point-of-failure risks and provide Oakwood University with findings and recommendations.
11. Review network and Internet bandwidth utilization trends and make recommendations to Oakwood University as needed and implement Oakwood University approved recommendations.
12. Evaluate new software and hardware to determine usefulness and compatibility with Oakwood University's Enterprise Solutions.
13. Evaluate proposed information technology projects to assess adequacy of existing hardware and recommend purchase of new equipment and software as required.
14. Manage maintenance contracts for Enterprise Solutions, including the network equipment and software, and make recommendations as appropriate.
15. Adjust hours of work, priorities, and staff assignments to ensure efficient and uninterrupted operation.
16. Provide Oakwood University with proactive and ongoing operational advice regarding server and network administration, upgrades, performance enhancement, security and capacity planning, and implement those approved by Oakwood University.
17. Create a service call matrix and methodology that includes staff and vendor contacts.

**J. User Support Services**

User support staff and management oversight of the user support staff will be provided by Dynamic Campus. Dynamic Campus staff will be responsible for the delivery of Help Desk, Audio Visual, and technical support services for Oakwood University. Support requests will be logged, prioritized, and tracked in a call tracking solution as approved by Oakwood University. Includes the management of Oakwood University student workers that are assigned to IT.

On-site support services for desktop computers, laptops, and other input/output devices throughout campus will be provided by the Dynamic Campus staff to Oakwood University staff and faculty.

**K. Dynamic Campus Shared Services**

Dynamic Campus Corporate Shared Services support is provided to Dynamic Campus' on-site support staff in carrying out their responsibilities as specified in this SOW. These corporate Shared Services resources are intended to promote efficiency and improve responsiveness by providing a shared corporate staff talent base.

**L. Client Satisfaction**

Dynamic Campus ensures Oakwood University's satisfaction by conducting periodic executive reviews with the Oakwood University President, Oakwood University CFO, other Oakwood University executives and the Dynamic Campus President, VP of Services, Account Manager, and CIO to review compliance to the service level standards as provided herein, and the effectiveness of the Dynamic Campus Services. Client satisfaction is also accomplished by leveraging Dynamic Campus' extensive array of standards, policies, technical materials, methodologies, and a variety of other resources and experiences that cover nearly every

aspect of the services described herein provided by our on-site and remote teams. These resources are leveraged to provide the services to Oakwood University and to provide the highest level of satisfaction with the services.

## **II. Oakwood University RESPONSIBILITIES**

Given the nature of this "shared responsibility" partnership, Dynamic Campus requires that Oakwood University fulfill the following responsibilities to ensure overall success, as funding allows.

1. Fund enterprise application software and implementations.
2. Funding wiring and cabling services.
3. Fund all hardware and software licenses and maintenance.
4. Fund the purchasing of PC equipment for IT site staff, office space, supplies and expense.
5. Hiring and funding student workers that are traditionally assigned to IT.
6. Identify an Oakwood University Contract Administrator (CA) to perform the essential coordination and management duties specified in this agreement and act on tasks and resolve issues as expeditiously as possible.
7. Oakwood University Contract Administrator to meet regularly (at least monthly) with Dynamic Campus on-site CIO to coordinate activities and ensure effective execution of contract obligations.
8. Provide Dynamic Campus with access to Oakwood University's staff, equipment, systems and records necessary to enable Dynamic Campus to perform Services under this Agreement. This may include remote Internet access to provide services from Dynamic Campus' on-site and remote locations.
9. Collaborate on and implement the mutually agreed upon AWP.
10. Recognition by Oakwood University that time is of the essence for establishing priorities and resolving issues with respect to service delivery.
11. Establish reasonable funding for operations, capital expenses, and technology consistent with Oakwood University adopted technology initiatives as identified in this SOW and the AWP.
12. Provide training and appropriate technology for Oakwood University's staff to perform their work using training, tutorials and user documentation provided by Dynamic Campus.
13. Assign Oakwood University staff to participate in the analysis, planning, implementation, and verification testing phases of projects as required.
14. Facilitate and support training logistics scheduling for departments using training, tutorials and user documentation provided by Dynamic Campus.
15. Support compliance with Oakwood University approved policies and standards.
16. Provide timely notification to Dynamic Campus of upcoming events that may have an impact on the Services delivered by Dynamic Campus.
17. Maintain communications with and among Oakwood University constituencies regarding technology plans and progress towards those plans.



**SCHEDULE B****PAYMENT SCHEDULE****INFORMATION TECHNOLOGY SERVICES AGREEMENT****BETWEEN****OAKWOOD UNIVERSITY and DYNAMIC CAMPUS SOLUTIONS, INC.**

This Payment Schedule is part of the Information Technology Managed Services Agreement (the "Agreement") between Oakwood University ("OU") and Dynamic Campus Solutions, Inc. ("Dynamic Campus") and is all made expressly conditioned upon and subject to Section 3.2 of the Agreement. In the event of any conflict between this Payment Schedule and the Agreement, the Agreement shall take precedence. This Payment Schedule identifies the payments and related terms for the information technology services (the "Services") that Dynamic Campus has agreed to provide OU pursuant to the Agreement.

**A. Payment Schedule**

<b>Period</b>	<b>Monthly</b>
May 1, 2019 – April 30, 2020	\$150,000
May 1, 2020 – April 30, 2021	\$175,000
May 1, 2021 – April 30, 2022	\$193,750
May 1, 2022 – April 30, 2023	\$210,417
May 1, 2023 – April 30, 2024	\$230,417

**M. Terms**

- (1) Invoices will be due as set forth in Section 3.2.
- (2) The above monthly fees include all cost of living adjustments through the Initial Term. In the event that OU extends the Term for an additional two (2) years as provided in Section 3.1 above, all invoices will be subject to an annual cost of living adjustment based upon the greater of (1) a fixed three percent (3%) or (2) the then current US Department of Labor's Bureau of Labor Statistics published CPI index for the region that includes Huntsville, AL.
- (3) The amounts set forth in this Schedule B include all costs and expenses of Dynamic Campus, including all costs of travel and other expenses incurred in the performance of Services pursuant to this Agreement. All such costs and expenses shall be the sole responsibility of Dynamic Campus.





**SCHEDULE D**

**ILLUSTRATIVE THREE YEAR PLAN**

**INFORMATION TECHNOLOGY SERVICES AGREEMENT**

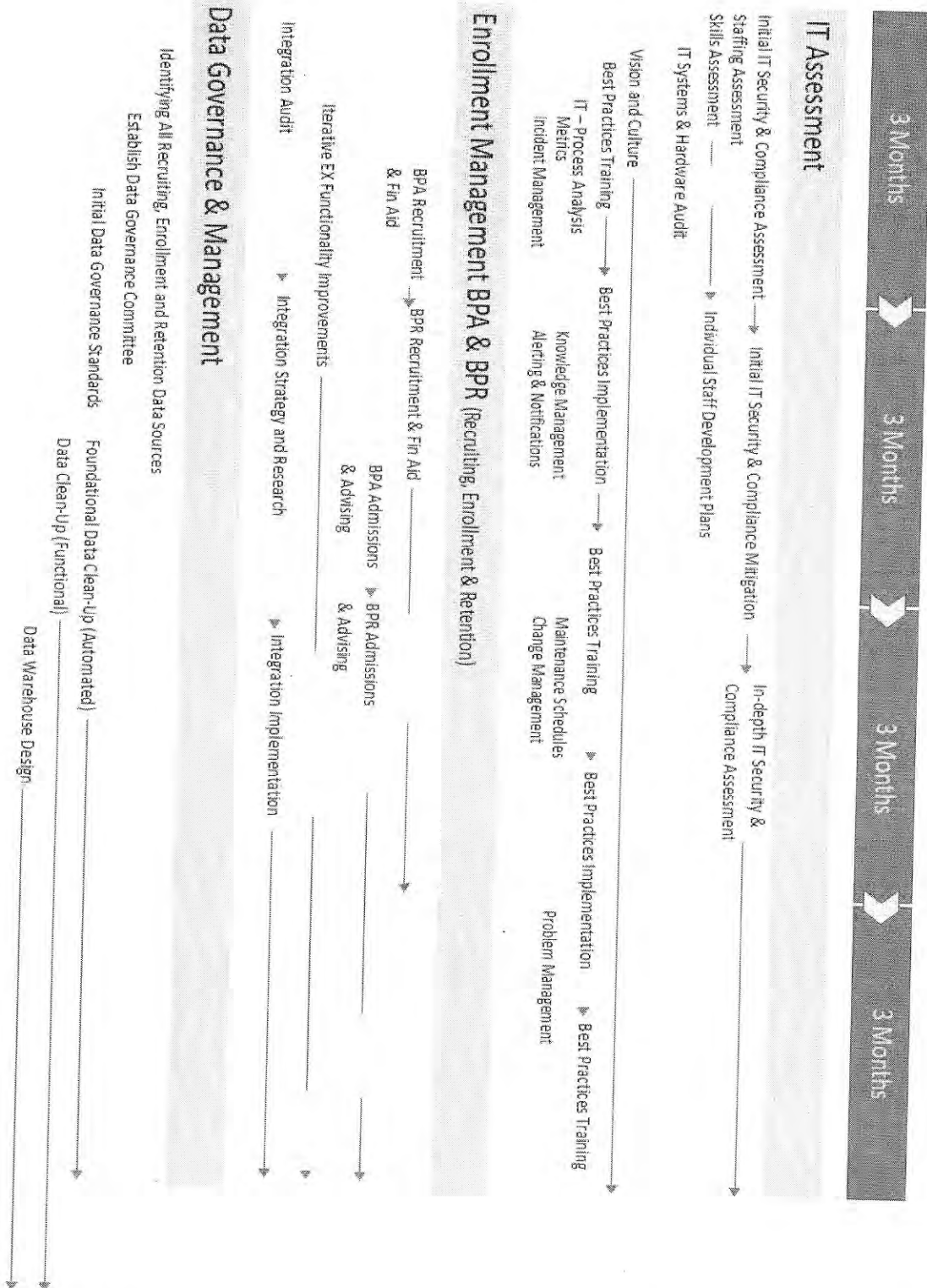
**BETWEEN**

**OAKWOOD UNIVERSITY and DYNAMIC CAMPUS SOLUTIONS, INC.**

This illustrative three (3) year plan is part of the Information Technology Managed Services Agreement (the "Agreement") between Oakwood University ("OU") and Dynamic Campus Solutions, Inc. ("Dynamic Campus") and both parties recognize and agree that this three year plan provides an overview of the major goals for each year. The three year plan also outlines the order of the projects that the parties will collectively undertake. The three year plan is dependent upon both parties and will be adjusted as required throughout the term of this Agreement.

# Oakwood Technology Plan - Year 1

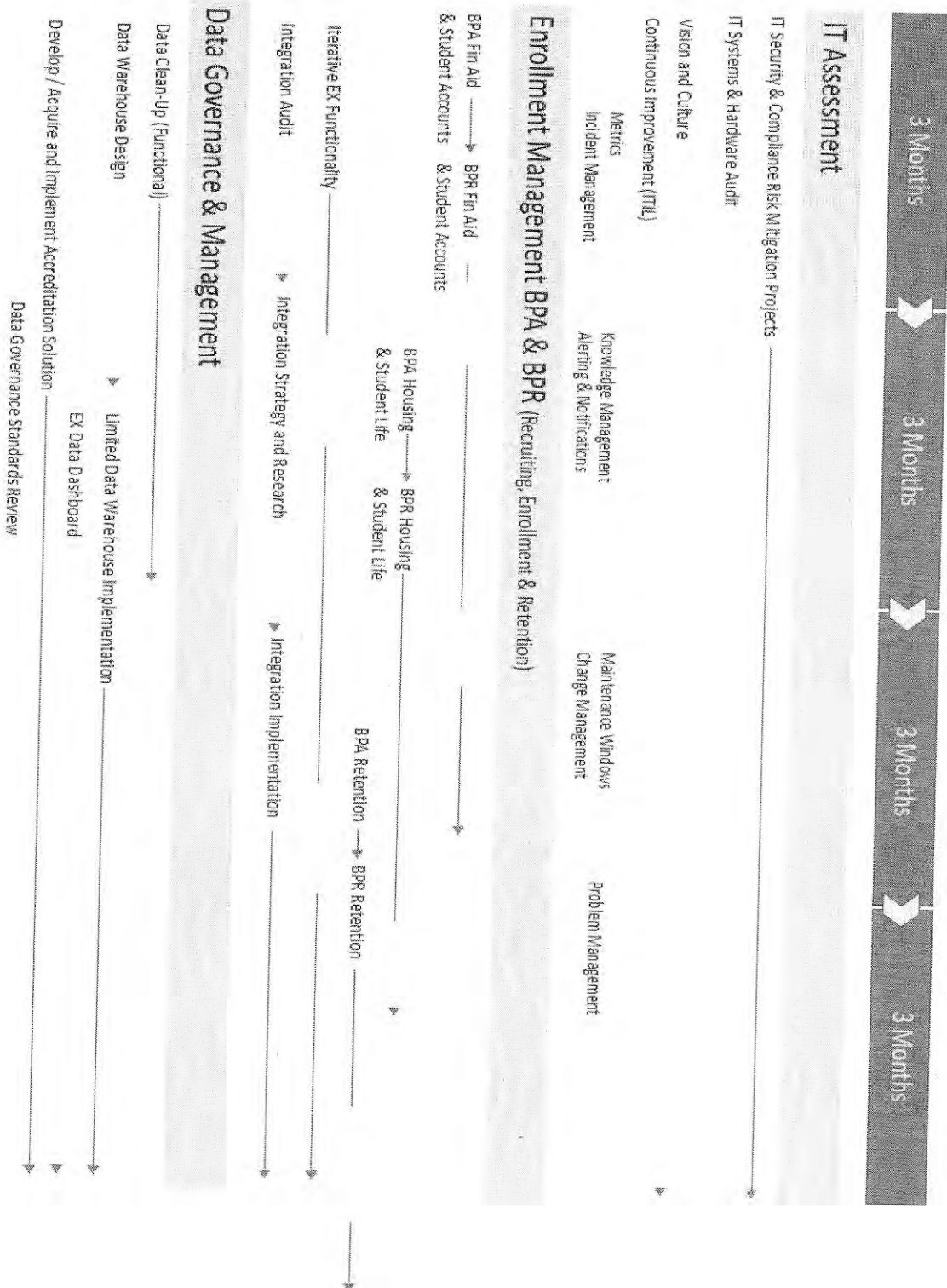
Dynamic Campus





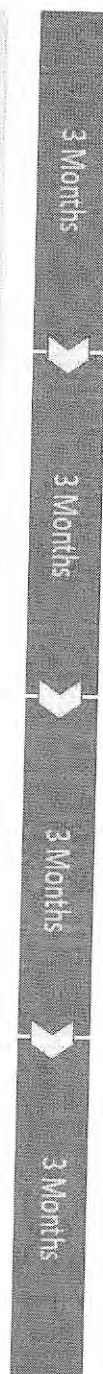
# Oakwood Technology Plan - Year 2

Dynamic Campus



# Oakwood Technology Plan - Year 3

Dynamic Campus



## IT Assessment

IT Systems & Hardware Audit

Vision and Culture

Continuous Improvement (ITIL)

Metrics  
Incident Management

Knowledge Management  
Alerting & Notifications

Maintenance Windows  
Change Management

Problem Management

## Enrollment Management, Finance, HR & Payroll BPA & BPR

BPR Retention

BPA Payroll → BPR Payroll

BPA HR → BPR HR

BPA Finance

BPR Finance

BPA Career Placement

Iterative EX Functionality

Integration Audit

Integration Strategy and Research

Integration Implementation

## Data Governance & Management

Data Clean-Up (Functional)

Data Report Automation

Data Dashboards

Data Portal Design

Data Governance Standards Review

Iterative Portal Deployments